

Exhibit G

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 In re:

4 MOTORS LIQUIDATION COMPANY, et al.,
5 f/k/a General Motors Corp., et al.,

6 Debtors.

7 Cast No.: 09-50026 (MG)

8 November 20, 2017

9 10:11 a.m.

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12
13 DEPOSITION of KEITH
14 MARTORANA, held at the offices of
15 GIBSON, DUNN & CRUTCHER, LLP, 200 Park
16 Avenue, New York, New York before Wayne
17 Hock, a Notary Public of the State of
18 New York.

<p style="text-align: right;">Page 78</p> <p>1 of that e-mail, "thanks, I'll revise 2 and recirculate with that one change. 3 I had a lengthy conversation with our 4 client today and they are discussing 5 internally. Signoff with respect to 6 the three documents -settlement 7 agreement, settlement order, claims 8 estimate order -- will likely come 9 tomorrow." 10 Do you see that? 11 A. I do. 12 Q. What did you mean by signoff 13 with respect to the three documents? 14 A. I believe Mr. Steel was 15 asking me if we were, in his words, 16 signed off with respect to those 17 particular documents. I think at this 18 time there were other ancillary 19 documents that were -- either had not 20 been drafted or were much more in flux. 21 What I meant in my e-mail to Mr. Steel 22 was that, with respect to the form of 23 the documents, my expectation was that 24 we could expect client signoff with 25 respect to the form the next day.</p>	<p style="text-align: right;">Page 80</p> <p>1 those form of the documents on behalf 2 of us and our clients. That is 3 something we would be capable of 4 getting to but we were not in a 5 position to be signing off on the 6 actual settlement itself. 7 Q. Why not? 8 A. Because at this time 9 certainly there were documents that 10 were moving and our client had not made 11 a final decision as to -- and Gibson 12 Dunn had not made a final decision as 13 to advising the client with respect to 14 the settlement. 15 Q. Okay. 16 So did you contemplate then 17 that signoff on the settlement itself 18 was subject to the finalization of all 19 the other documents and receipt of 20 final approvals? 21 A. I did. 22 I apologize. 23 Q. Let me ask the question again 24 so the record's clear. 25 Did you contemplate that</p>
<p style="text-align: right;">Page 79</p> <p>1 Q. Okay. 2 And that included the 3 settlement agreement; correct? 4 A. That is correct. 5 Q. Then do you see that you go 6 on to say, "we'll keep you posted. 7 Note, however, that signoff on the 8 settlement itself is subject to the 9 finalization of all other document" -- 10 I think that's meant to read documents 11 -- "in a satisfactory manner and 12 receipt of final approvals." 13 Do you see that? 14 A. I see that. 15 Q. What do you mean by signoff 16 on the settlement itself? 17 A. What I meant is that we were 18 -- that on behalf of our client Gibson 19 Dunn was not going to be signing off on 20 the actual entire corpus of the 21 settlement. We were willing to, you 22 know, move forward with the form of the 23 documents. We could get to a point 24 where we could say the documents have 25 now stopped moving and we are fine with</p>	<p style="text-align: right;">Page 81</p> <p>1 signoff on the settlement itself was 2 subject to the finalization of all the 3 other documents and receipt of final 4 approvals? 5 A. Yes, in a satisfactory 6 manner. 7 Q. And you contrasted that 8 signoff with the signoff on the three 9 documents which included the settlement 10 agreement which you have thought would 11 likely come the next day; correct? 12 A. The form of the settlement 13 agreement, yes. 14 MR. STYANT-BROWN: I guess you 15 can put that to one side, please. 16 Q. I'm going to hand to you 17 what's previously been marked as 18 Exhibit 34. 19 MR. STYANT-BROWN: Mitch, it 20 doesn't have the exhibit sticker on 21 it. 22 MR. KARLAN: It's thirty-four? 23 MR. STYANT-BROWN: It's 24 thirty-four. 25 Q. Tell me when you've had a</p>

<p style="text-align: right;">Page 198</p> <p>1 have no knowledge of whether he was 2 aware of it at that time or if he found 3 out afterwards as I did. 4 Q. Okay. 5 So you don't know, sitting 6 here today, whether Mr. Williams was 7 aware that that e-mail would be sent in 8 advance of it being sent? 9 A. Correct. 10 Q. Do you know if Mr. Williams 11 and Mr. Gillett were having 12 conversations about Mr. Gillett's 13 conversation with new GM setting up the 14 meeting prior to Mr. Gillett sending 15 those e-mails to new GM? 16 A. I don't know. 17 Q. Have you heard from any unit 18 holders other than those that are 19 represented by Akin Gump about the GUC 20 Trust's decision to disavow the 21 plaintiffs' settlement and move forward 22 with the forbearance agreement? 23 MR. KARLAN: Objection to the 24 form of the question. 25 You may answer.</p>	<p style="text-align: right;">Page 200</p> <p>1 A. I do recall that. 2 Q. Do those notes reflect in any 3 way your mental impressions of what was 4 occurring at the meeting? 5 A. They did. 6 Q. Would you look, please, at 7 Exhibit H to Exhibit 3. 8 A. I am there. 9 Q. Would you look at section 10 3.1. 11 Take a moment and just 12 refresh yourself about that, please. 13 A. (Reviewing). 14 I have read it. 15 Q. As between the plaintiffs' 16 side of the negotiations and the GUC 17 Trust/participating unit holders' side 18 of the negotiations, if I can 19 oversimplify it that way, which side 20 first proposed this section? 21 MR. STYANT-BROWN: I object to 22 the form. 23 THE WITNESS: The GUC Trust 24 did. 25 Q. And who drafted, if you know,</p>
<p style="text-align: right;">Page 199</p> <p>1 THE WITNESS: I have not. 2 Q. Do you know if anyone at 3 Gibson Dunn has? 4 A. My understanding -- I have no 5 knowledge of anyone at Gibson Dunn 6 having received those types of 7 communications. 8 Q. Okay. 9 Do you know if anyone at 10 Wilmington Trust has those types of 11 communications with unit holders other 12 than the unit holders represented by 13 Akin Gump? 14 A. I have no knowledge of anyone 15 at Wilmington Trust having received 16 those types of communications. 17 MS. NEWMAN: I have no further 18 questions. 19 MR. KARLAN: A few questions. 20 EXAMINATION BY 21 MR. KARLAN: 22 Q. You testified earlier about 23 some notes that you took at the 24 August 15 meeting. 25 Do you recall?</p>	<p style="text-align: right;">Page 201</p> <p>1 this section? 2 A. I drafted it. 3 Q. Why did you propose that this 4 section be added? 5 A. I had a conversation with 6 Matt Williams regarding the first draft 7 of the document that had been received 8 from Brown Rudnick through Akin. While 9 I believe that version had some 10 language in it saying that certain 11 aspects of the transaction would become 12 effective upon entry of an order, an 13 approval order of the court, we had 14 noted that there were a number of 15 provisions that it was unclear as to 16 when they would, in fact, become 17 effective and we determined that it 18 should be clear that the -- nothing in 19 the agreement would become binding and 20 effective until it was executed and 21 then certain aspects of the 22 transaction, such as the obligation to 23 make the payment of \$15 million, would 24 not come until after entry of the 25 order.</p>

51 (Pages 198 - 201)

<p style="text-align: right;">Page 202</p> <p>1 Q. Did any lawyer representing 2 any of the proposed signatories to this 3 agreement ever tell you -- 4 MR. GONZALES: Whoever is 5 speaking, would they speak up a 6 little louder? I can't hear the 7 question. 8 MR. KARLAN: Sorry, Rudy. 9 I'll start the question 10 again. 11 MR. GONZALES: Thank you, sir. 12 Q. Did any counsel for any party 13 to the proposed agreement ever tell you 14 that they viewed the addition of 15 signatures to the document to be a 16 merely ministerial act? 17 A. No. 18 Q. Did any counsel for any of 19 the proposed signatories ever tell you 20 that they believed the agreement could 21 become binding and effective without 22 signatures? 23 A. No. 24 Q. Did you ever tell any lawyer 25 for any of the parties that the GUC</p>	<p style="text-align: right;">Page 204</p> <p>1 A. Not in my view, no. 2 Q. What did you believe the 3 purpose of the chambers conference with 4 Judge Glenn was to be? 5 MR. WEISFELNER: I object to 6 the form of the question. 7 THE WITNESS: My view of the 8 chambers conference, which became a 9 status conference, was to first and 10 foremost preview the concept of the 11 transaction to the judge in order 12 to get his preliminary views or 13 take his temperature as to see 14 whether he had any visceral 15 reaction to any of the provisions 16 that we were purporting to be 17 moving forward with. 18 As a secondary aspect, and I 19 think this came up later, we were 20 planning to preview the proposed 21 notice procedures which I 22 previously discussed in the 23 testimony. 24 Q. I just want to make sure that 25 all counsel have had the opportunity to</p>
<p style="text-align: right;">Page 203</p> <p>1 Trust was waiving the provisions of 2 section 3.1? 3 A. No, we did not. I did not. 4 Q. Did you consider the 5 agreement to be binding prior to its 6 signature? 7 A. No, I did not. 8 Q. Did Beth Andrews ever 9 authorize you to sign the agreement? 10 A. No, she did not. 11 Q. Or anyone else from Gibson 12 Dunn? 13 A. To my knowledge, no. 14 Q. Did Beth Andrews ever direct 15 you to sign the agreement? 16 A. No, she did not. 17 Q. Or anyone else from Gibson 18 Dunn? 19 A. To my knowledge, no. 20 Q. Did the GUC Trust perform any 21 of its obligations under the draft 22 agreement? 23 A. No, not in my view. 24 Q. Did any plaintiff perform any 25 of its obligations under the agreement?</p>	<p style="text-align: right;">Page 205</p> <p>1 fully inquire into your conversations 2 -- into Gibson Dunn's conversations 3 with counsel for new GM in August. 4 Were you personally involved 5 in any meetings or telephone 6 conversations with any counsel for new 7 GM on August 16? 8 MR. STYANT-BROWN: I object to 9 the form. 10 MR. KARLAN: Let me fix the 11 question. 12 What have I done wrong? 13 MR. STYANT-BROWN: I object to 14 the colloquy. 15 MR. KARLAN: The question just 16 begins -- strike the rest of it. 17 Q. The question just begins were 18 you personally involved. 19 A. I was not. 20 Q. Has Mr. Williams ever 21 described for you -- let's start with 22 just meetings -- meetings that he had 23 with counsel for new GM on the 24 sixteenth? 25 A. In-person?</p>

<p style="text-align: right;">Page 206</p> <p>1 Q. In-person meetings?</p> <p>2 A. No.</p> <p>3 Q. Has he ever described to you</p> <p>4 telephone conversations he had with</p> <p>5 counsel for new GM on the sixteenth?</p> <p>6 A. Yes.</p> <p>7 Q. Can you please tell us about</p> <p>8 what he told you?</p> <p>9 A. He told me -- on the</p> <p>10 sixteenth we were in the process of</p> <p>11 finalizing the letter agreement with</p> <p>12 new GM. He told me about the fact that</p> <p>13 he had spoken to new GM about it. He</p> <p>14 told me that they had discussed how to</p> <p>15 address what were likely to be</p> <p>16 Plaintiffs' objections to this</p> <p>17 agreement and how to present it to the</p> <p>18 court.</p> <p>19 Q. When you send an e-mail from</p> <p>20 your Gibson Dunn e-mail address, does</p> <p>21 the Gibson Dunn e-mail system</p> <p>22 automatically affix a signature for</p> <p>23 you, signature block?</p> <p>24 A. Yes, yeah.</p> <p>25 Q. And that's to every e-mail</p>	<p style="text-align: right;">Page 208</p> <p>1 Do you see that?</p> <p>2 A. I do see that.</p> <p>3 Q. And I believe you testified a</p> <p>4 few moments ago that you, yourself,</p> <p>5 drafted this language?</p> <p>6 A. I did.</p> <p>7 Q. Did you understand executed</p> <p>8 by each of the parties to mean other</p> <p>9 than affix a signature to the signature</p> <p>10 block?</p> <p>11 A. No, I intended a physical</p> <p>12 signature.</p> <p>13 Q. Did any of the purported</p> <p>14 signatories to this proposed agreement</p> <p>15 ever tell you that they understood</p> <p>16 executed as used in section 3.1 to mean</p> <p>17 anything other than affixing a</p> <p>18 signature to the signature page?</p> <p>19 A. No.</p> <p>20 Q. I believe you testified that</p> <p>21 Gibson Dunn was not going to sign this</p> <p>22 proposed settlement agreement before</p> <p>23 August 17; correct?</p> <p>24 A. Correct.</p> <p>25 Q. Did you ever tell anyone at</p>
<p style="text-align: right;">Page 207</p> <p>1 you send?</p> <p>2 A. I think it does include ones</p> <p>3 that come from my iPhone, I think the</p> <p>4 answer's yes.</p> <p>5 MR. KARLAN: I have no further</p> <p>6 questions. Thank you.</p> <p>7 MS. BESKIN: I have a handful</p> <p>8 of questions.</p> <p>9 EXAMINATION BY</p> <p>10 MS. BESKIN:</p> <p>11 Q. Good afternoon.</p> <p>12 A. Hi.</p> <p>13 Q. Can you take another look at</p> <p>14 section 3.1 in Exhibit H to Exhibit 3?</p> <p>15 MR. WEISFELNER: Can you try</p> <p>16 speaking up?</p> <p>17 MS. BESKIN: Of course. I</p> <p>18 just asked the witness to take</p> <p>19 another look at section 3.1 in</p> <p>20 Exhibit H to Exhibit 3.</p> <p>21 Q. And it says there, "this</p> <p>22 agreement shall become effective and</p> <p>23 binding on the parties on the date on</p> <p>24 which this agreement is fully executed</p> <p>25 by each of the parties."</p>	<p style="text-align: right;">Page 209</p> <p>1 Akin Gump that Gibson Dunn was not</p> <p>2 going to do so?</p> <p>3 THE WITNESS: Mitch?</p> <p>4 MR. STYANT-BROWN: Just hang</p> <p>5 on a minute before.</p> <p>6 MS. NEWMAN: I'm going to</p> <p>7 instruct him not to answer that if</p> <p>8 it's prior to the period the date</p> <p>9 on which the common interest</p> <p>10 agreement terminated which is</p> <p>11 August 16.</p> <p>12 MS. BESKIN: Is your position</p> <p>13 that the fact that Gibson Dunn was</p> <p>14 not going to sign before August 17</p> <p>15 is privileged as conveyed to Akin</p> <p>16 Gump?</p> <p>17 MS. NEWMAN: If he was telling</p> <p>18 Akin Gump that as part of a legal</p> <p>19 strategy --</p> <p>20 MR. WEISFELNER: Your question</p> <p>21 went to did you tell Akin Gump.</p> <p>22 MS. BESKIN: Correct, a fact.</p> <p>23 MS. NEWMAN: If you tell a</p> <p>24 legal strategy to your client, I</p> <p>25 think that's privileged. I think</p>